

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
SOUTHERN DIVISION**

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|---------------------------|---|-------------------------------|
| LPL FINANCIAL LLC, |) | |
| |) | |
| Plaintiff, |) | |
| |) | Case No. 6:21-cv-03275 |
| v. |) | |
| |) | |
| ANDREW LEE DENNEY, |) | |
| |) | |
| Defendant. |) | |

ORDER AND JUDGMENT

Before the Court is Plaintiff LPL Financial LLC’s (“LPL”) Motion for Default Judgment Under Rule 55(b)(1) [ECF 13] (the “Motion”). LPL submitted its Verified Complaint for, among other things, collecting sums it alleges Defendant Andrew Lee Denney (“Denney”) agreed to pay LPL pursuant to a Settlement Agreement dated May 3, 2021 (the “Settlement Agreement”). [ECF 1 at ¶ 13; ECF 1-2].

On January 19, 2022, LPL submitted its Motion for Extension of Time to Serve Summons and Complaint [ECF 3], which the Court granted on the same day [ECF4]. Denney was personally served on January 25, 2022 as evidenced by the Return of Service on Andrew Lee Denney [ECF 5] submitted on January 31, 2022. The Clerk entered default against Denney pursuant to Fed. R. Civ. P. 55(a) [ECF 9]. To date, Denney has failed to respond to the Complaint or otherwise appear in this matter.

LPL has established the amounts owed under the Settlement Agreement are a sum that can be made certain by computation and provided affidavits demonstrating the amounts owed under the Settlement Agreement, demonstrating that Denney is not a member of the armed forces or received notice of induction or notice to report for military service, and demonstrating that Denney

is not a minor or incompetent person. [ECF 12; 13-1; 13-2]. Thus, LPL's Motion for Default Judgment will be granted. *See* Fed. R. Civ. P. 55(b)(1).

IT IS THEREFORE ORDERED, that LPL's Motion for Default Judgment is GRANTED as to Count II for Confession of Judgment.

IT IS FURTHER ORDERED that in the alternative to its Count II, the Court finds judgment would also be supported in favor of LPL on its Count I for Breach of Contract.

IT IS FURTHER ORDERED that LPL is entitled to one satisfaction so accordingly, Denney shall pay to LPL the amount of \$465,007.71, which includes \$428,255.82 in unpaid principal, \$29,404.84 in accrued and unpaid interest and \$8,347.05 in reasonable attorney fees and costs incurred by LPL through April 8, 2021 pursuant to the Confession of Judgment.

IT IS FURTHER ORDERED that post-judgment interest shall further accrue at the rate set forth in the Settlement Agreement.

IT IS FURTHER ORDERED that this Judgment and Order is a final appealable order. *See* Fed. R. App. P. 4(a).

IT IS SO ORDERED.

Dated: May 10, 2022

/s/ Douglas Harpool
DOUGLAS HARPOOL
United States District Judge